

THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

January 6, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 5 TO COUNTY CONTRACT NO. 70911 WITH UNICCO SERVICE COMPANY FOR THE PROVISION OF PLANT MAINTENANCE AND REPAIR SERVICES

(1st and 2nd Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment No. 5 to Agreement No. 70911 with UNICCO Service Company for provision of plant maintenance and repair services to the Department of Health Services' LAC+USC Healthcare Network's, El Monte, H. Claude Hudson, and Edward R. Roybal Comprehensive Health Centers, to extend the term of the agreement for six months, effective February 1, 2005 through July 31, 2005, at an estimated net County cost of \$843,140, with an automatic month-to-month renewal through January 31, 2006, at approximately \$140,523 per month, not to exceed a maximum of \$843,140 for the 6-month extension period, with a total cost for the period of February 1, 2005 through January 31, 2006 of \$1,686,280.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

This temporary extension with UNICCO Service Company (UNICCO) is requested as an interim measure to continue critical plant maintenance and repair services, allowing LAC+USC Healthcare Network (LAC+USC) time to recruit and hire personnel to provide plant maintenance and repair services at El Monte, H. Claude Hudson (Hudson) and Edward R. Roybal (Roybal) Comprehensive Health Centers (CHC) using in-house County workers.

The Department has been contracting for plant maintenance and repair services under provisions of County Code 2.121.250 et seq., "Contracting with Private Business" (Proposition A) since October 1987. Contracting for these services was originally found to be cost effective and operationally feasible.

Gloria Molina First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors January 6, 2005 Page 2

However, at the request of LAC+USC management, a cost analysis was conducted by the Auditor-Controller to determine whether contracting out plant maintenance and repair services remains cost effective. This cost analysis, which was completed in December 2004, determined that contracting for these services is no longer cost effective, thus requiring the Department to recruit, hire, and train County workers to perform the work in-house.

Existing County policy and procedures require timely submission of contracts for Board approval. However, this request for approval of the amendment was not scheduled for placement on the Board's agenda three weeks prior to its effective date as required because of the Department's need to develop the timeline for takeover of these services by County staff.

FISCAL IMPACT/FINANCING:

The estimated total net County cost during the extension period, from February 1, 2005 through July 31, 2005, is \$843,140. If the agreement is extended on the automatic month-to-month basis during the period of August 1, 2005 through January 31, 2006, the cost is approximately \$140,523 per month, not to exceed a maximum of \$843,140 for the six-month extension period. Total cost for the period February 1, 2005 through January 31, 2006 is \$1,686,280.

Funding is included in the Fiscal Year 2004-05 Adopted Budget and will be requested as a continuing appropriation in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Plant maintenance and repair services are defined as routine, recurring, and usual work for the preservation, protection and keeping of DHS facilities in a safe and continually useable condition. Facilities include buildings, structures, ground facilities, utility systems, and real property. Plant maintenance and repair services include, but are not limited to, air conditioning, carpentry, electrical, heating, painting of interior surfaces, plumbing, glazing and other craft work, including, cleaning, repair, and other activities on equipment and machinery attached to the building or property.

On July 29, 1997, the Board approved an agreement with UNICCO as a result of a Request For Proposals (RFP) competitive selection process initiated in November 1996. Subsequent amendments provided for the expansion of services for extended clinic hours and Saturday services (Amendment No. 1), language and term extensions (Amendment No. 2), and increased maximum obligation (Amendment No. 3)

On July 20, 2004, the Board approved Amendment No. 4 which allowed UNICCO to continue providing plant maintenance and repair services to the three CHCs, effective August 1, 2004 through January 31, 2005, while awaiting completion of the Auditor-Controller's cost analysis to determine whether it would be economically feasible for LAC+USC to provide plant maintenance and repair services to these three CHCs using County staff.

The Auditor-Controller's cost analysis determined that it is no longer cost effective to continue to contract out maintenance and repair services for the three CHCs. A temporary extension is necessary to provide LAC+USC the time necessary to recruit and hire staff to take over these services. Amendment No. 5 allows UNICCO to continue providing plant maintenance and repair services to the three CHCs while recruiting, hiring, and training County personnel.

The Honorable Board of Supervisors January 6, 2005 Page 3

Attachments A and B provides additional information.

The attached amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS:

UNICCO was selected following an RFP competitive solicitation process conducted by the Department in November 1996. The Board approved a five-year contract on July 29, 1997. At that time, the Board also made a finding that plant maintenance and repair services could be performed more economically by contracting with the private sector.

The cost analysis completed by the Auditor-Controller in December 2004 determined that it is no longer cost effective for LAC+USC to continue to contract for maintenance and repair services at the three CHCs. The temporary extension provides LAC+USC additional time to recruit, hire, and train County employees to perform such work.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended amendment will assure the continued provision of plant maintenance and repair services at the three CHCs until County staff is in place to take over these essential functions.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.

Director and Chief Medical Officer

TLG:rm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

BLETCD3727.RM

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Plant maintenance and repair services at the Department of Health Services' LAC+USC Healthcare Network's three Comprehensive Health Centers (CHCs), El Monte, H. Claude Hudson, and Edward R. Roybal.

2. AGENCY ADDRESS AND CONTACT PERSON:

UNICCO Service Company

Vantage Court North

Somerset, New Jersey 08873

Attention: Mr. Kevin M. King Telephone: (732) 271-6007

3. TERM:

The term of the agreement is effective February 1, 2005 through July 31, 2005, with an automatic month-to-month renewal through January 31, 2006.

4. FINANCIAL INFORMATION:

The estimated total net County cost during the extension period from February 1, 2005 through July 31, 2005, is \$843,140, with an automatic month-to-month renewal through January 31, 2006, at an estimated net County cost of \$1,686,280 for the 12-month period.

Funding is included in the Fiscal Year (FY) 2004-05 Adopted Budget and will be requested as a continuing appropriation in future fiscal years' budgets.

5. PROGRAM INFORMATION:

The amendment will allow for the continued provision of essential plant maintenance and repair services at the three CHCs.

6. APPROVALS:

LAC+USC Healthcare Network: Pete Delgado, CEO

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Kelly M. Auerbach Hassel, Deputy County Counsel

AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES

AMENDMENT NO. 5

	THIS AMENDMENT	is made and	entered into this	day
of _		, 2005	,	
	by and between		COUNTY OF LOS ANGELE after "County"),	S (here-
	and		UNICCO SERVICE COMPA	•

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES", dated July 29, 1997, further identified as County Agreement No. 70911 and Amendment Nos. 1 through 4 thereto (all hereafter "Agreement") and;

WHEREAS, Agreement is slated to expire on January 31, 2005, and it is the desire of the parties to extend the term of Agreement, and to make other hereafter described changes, all of which shall be effective on the effective date of this Amendment unless otherwise stated; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall become effective on February 1, 2005.
- 2. Paragraph 1, <u>TERM AND TERMINATION</u>, of the body of Agreement shall be amended to add Subparagraph H to read as follows:
 - "H. Notwithstanding any other provision of this
 Paragraph 1, the term of this Agreement shall be extended
 beginning February 1, 2005 and unless sooner canceled or
 terminated as provided, shall continue in full force and
 effect to midnight July 31, 2005. Said Agreement shall
 thereafter be automatically renewed on a month-to-month
 basis for up to six (6) months terminating on January 31,
 2006.

In any event, this Agreement may be terminated at any time by County, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the contractor.

The parties agree, that all provisions in this Agreement shall continue to remain in effect from the effective date of this Amendment through the duration of any said extension."

- 3. Schedule I-D, (Contractor's Line Item Budgets) attached hereto and incorporated herein by reference shall be added to the Agreement.
- 4. Schedule I-E is attached hereto and incorporated herein by reference. Schedule I-E reflects the maximum obligation for

each facility for a one (1) month period during the month-to-month extension period of August 1, 2005 through January 31, 2006.

5. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY of the body of Agreement shall be amended to read:

"3. MAXIMUM OBLIGATION OF COUNTY:

- A. The maximum obligation of County for Contractor's performance during the period of February 1, 2005 through July 31, 2005, and as described in Paragraph 1. H. above, shall not exceed Eight Hundred Forty-Three Thousand, One Hundred Forty Dollars (\$843,140). This sum represents the total maximum obligation of County as shown in Schedule I-D.
- B. The maximum obligation of County for Contractor's performance during each month of the six (6) month-to-month extension periods shall not exceed One Hundred Forty

 Thousand, Five Hundred Twenty-Three Dollars (\$140,523).

 This sum represents the total maximum obligation of County as shown in Schedule I-E.

If sufficient monies other than the maximum obligation monies under this agreement are available, and upon Director's specific approval. County may require additional services ad described below, including alterations and improvements, and authorize payments not to exceed ten (10%) of above County's maximum obligation".

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

	By: Chair, Board of Supervisors
ATTEST: VIOLET VARONA-LUKENS, Executive Officer of the Board of Supervisors of the County of Los Angeles	UNICCO SERVICE COMPANY Contractor By: Wall Goldon Title: VICE PRESIDENT (Affix Corporate Seal Here)
By:	

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL Raymond G. Fortner, Jr. County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

Cara O'neill

Cara O'Neill, Chief Contracts and Grants Division

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SCHEDULE I-D

CONTRACTOR'S LINE ITEM BUDGETS - SUMMARY OF COSTS

EL MONTE, EDWARD R. ROYBAL, AND H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTERS

February 1,2005 THROUGH July 31, 2005

	6-Month Period	
El Monte CHC	\$ 281,582	
Edward R. Roybal CHC	\$ 279,976	
H. Claude Hudson CHC	\$ 281,582	
Total Amount	\$843,140	
Basic Monthly Charge	\$140,523	

DHS MAINTENANCE AND REPAIR SERVICES AT EL MONTE CHC CONTRACTOR'S 6-MONTH LINE ITEM BUDGET

DIRECT COSTS	BUDGETED COSTS
- Labor (Management/Staffing)	•
• Salaries and Wages	\$ 172,650
• Employee Benefits	13,647
Health Insurance	18,950
Subtotal Labor	\$ 205,247
- Services and Supplies (S&S)	
• Services and Supplies	\$ 25,655
• Materials	26,708
• Other S&S (specify)	_ 0 -
Subtotal Services and Supplies	\$ 52,363
- Equipment(1)	
• New	\$ 1,250
• Replacement	500
• Lease	500
• Installation (if any)	_ 0 -
• Other (specify)	_ 0 -
Subtotal Equipment	\$ 2,250

LINE ITEM BUDGET - DHS MAINTENANCE AND REPAIR SERVICES AT EL MONTE CHC (Cont'd)

- Other Direct Costs	
• Utilities	\$-0-
• Maintenance	- 0 -
Alterations and Repair (if any)	0 -
• Other (specify)	_ 0 _
Subtotal Other Direct Costs	\$ - 0 -
Start-up Costs	\$ - 0 -
Total Direct Costs	\$ 259,860
INDIRECT COSTS	
 General and Administrative (Overhead) 	\$ 15,780
 Management Support Costs (if applicable) 	
• Gross Profit/Fee (specify)	5,942
Total Indirect Costs	\$ 21,722
GRAND TOTAL DIRECT AND INDIRECT COSTS/ EXPENSES (FIXED REIMBURSEMENT AMOUNT)	\$ 281,582
PER HOUR RATE FOR EXTRA HOURS AMOUNT(2) S.T.	\$ 77.8 O.T. \$ 119.20

DHS MAINTENANCE AND REPAIR SERVICES AT ROYBAL CHC CONTRACTOR'S 6-MONTH LINE ITEM BUDGET

DIRECT COSTS	BUDGETED COSTS
- Labor (Management/Staffing)	·
• Salaries and Wages	\$ 172,650
• Employee Benefits	13,647
• Health Insurance	18,950
Subtotal Labor	\$ 205,247
- Services and Supplies (S&S)	
• Services and Supplies	\$ 24,049
• Materials	26,708
• Other S&S (specify)	_ 0 -
Subtotal Services and Supplies	\$ 50,757
- Equipment(1)	
• New	\$ 1,250
• Replacement	500
• Lease	500
• Installation (if any)	- 0 -
• Other (specify)	- 0 -
Subtotal Equipment	\$ 2.250

LINE ITEM BUDGET - DHS MAINTENANCE AND REPAIR SERVICES AT ROYBAL CHC (Cont'd)

- Other Direct Costs	
• Utilities	<u>\$-0-</u>
• Maintenance	_ 0 -
Alterations and Repair (if any)	_ 0 -
• Other (specify)	_ 0 -
Subtotal Other Direct Costs	\$ - 0 -
- Start-up Costs	\$ - 0 -
Total Direct Costs	\$258,254
INDIRECT COSTS	
• General and Administrative (Overhead)	\$ 15,780
Management Support Costs (if applicable)	- 0 -
• Gross Profit/Fee (specify)	5,942
Total Indirect Costs	\$ 21,722
GRAND TOTAL DIRECT AND INDIRECT COSTS/ EXPENSES (FIXED REIMBURSEMENT AMOUNT)	\$ 279,976
PER HOUR RATE FOR EXTRA HOURS AMOUNT(2) S.T.	\$ 77 8 O T \$ 119 2

DHS MAINTENANCE AND REPAIR SERVICES AT HUDSON CHC CONTRACTOR'S 6-MONTH LINE ITEM BUDGET

DIRECT COSTS	BUDGETED COSTS
- Labor (Management/Staffing)	
• Salaries and Wages	\$ 172,650
• Employee Benefits	13,647
• Health Insurance	18,950
Subtotal Labor	\$ 205,247
- Services and Supplies (S&S)	
• Services and Supplies	\$ 25,655
• Materials	26,708
• Other S&S (specify)	
Subtotal Services and Supplies	\$ 52,363
- Equipment(1)	
• New	\$ 1,250
• Replacement	500
• Lease	500
• Installation (if any)	
• Other (specify)	_ 0 -
Subtotal Equipment	\$ 2,250

LINE ITEM BUDGET - DHS MAINTENANCE AND REPAIR SERVICES AT HUDSON CHC (Cont'd)

- Other Direct Costs	
• Utilities	\$ - 0 -
• Maintenance	0
 Alterations and Repair (if any) 	
• Other (specify)	_ 0 -
Subtotal Other Direct Costs	\$ - 0 -
- Start-up Costs	\$ - 0 -
Total Direct Costs	\$ 259,860
INDIRECT COSTS	
 General and Administrative (Overhead) 	\$ 15,780
 Management Support Costs (if applicable) 	
• Gross Profit/Fee (specify)	5,942
Total Indirect Costs	\$ 21,722
GRAND TOTAL DIRECT AND INDIRECT COSTS/ EXPENSES (FIXED REIMBURSEMENT AMOUNT)	\$ 281,582
PER HOUR RATE FOR EXTRA HOURS AMOUNT(2) S.T.	\$ 77.80 O.T.\$ 119.20

DHS MAINTENANCE AND REPAIR SERVICES (Cont'd)

- (1) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date of any resultant contract. Only the first contract year costs, i.e., 6 months of depreciation (equipment) is shown on the Line Item Budget.
- (2) The County reserves the option to provide these services or to obtain these services from another vendor.

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SCHEDULE I-E

MONTHLY SCHEDULE FOR EACH MONTH-TO-MONTH EXTENSION PERIOD

EL MONTE, EDWARD R. ROYBAL, AND H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTERS

August 1, 2005 Through January 31, 2006

	Maximum Obligation For <u>1-Month Period</u>
El Monte CHC	\$ 46,930
Edward R. Roybal CHC	\$ 46,663
H. Claude Hudson CHC	\$ 46,930
Total Amount	\$ 140,523
Monthly Charge	\$ 140,523

DHS MAINTENANCE AND REPAIR SERVICES AT THE ROYBAL CHC CONTRACTORS LINE ITEM BUDGET

AMMENDMENT # 5
BUDGET (monthly)
AUG 2005 - JAN 2006

	AUG 2005 -	JAN 2006
DIRECT COSTS		
Labor (Management / Staff)		
Salaries and Wages	28,775.00	
Employee Benefits	2,274.61	
Health Insurance	<u>3,158.33</u>	
Subtotal Labor		34,207.94
Services and Supplies		
Services and Supplies	4,008.11	
Materials	4,451.28	
Other (S & S)	0.00	
Subtotal Services and Supplies		8,459.39
Equipment		
New	208.33	
Replacement	<u>83.33</u>	
Leased	<u>83.33</u>	
Installation (if any)	0.00	
Other (specify)	0.00	
Subtotal Equipment		<u>375.00</u>
Other Direct Costs		
Utilities	<u>0.00</u>	
Maintenance	0.00	
Alterations and Repairs (if any)	0.00	
Other (specify)	0.00	
Subtotal Other Direct Costs		0.00
Start-up Costs		0.00
Total Direct Costs		43,042.33
INDIRECT COSTS		
General and Administration	2,630.06	
Management Support Costs (if applicable)	<u>0.00</u>	
Gross Profit / Fee (specify)	990.28	
Total Indirect Costs		3,620.33

GRAND TOTAL DIRECT AND INDIRECT COSTS /
EXPENSES (Annual Fixed Reimbursement Amount)

46,662.67

PER HOUR RATE FOR EXTRA HOUR AMOUNT O.T. \$77.80 D.T. \$119.20

DHS MAINTENANCE AND REPAIR SERVICES AT THE HUDSON CHC CONTRACTORS LINE ITEM BUDGET

AMMENDMENT # 5 BUDGET (monthly) AUG 2005 - JAN 2006

DI	RE	CT	CC	S 7	S
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 Labor (Management / Staff)

 Salaries and Wages
 28,775.00

 Employee Benefits
 2,274.61

 Health Insurance
 3,158.33

Subtotal Labor 34,207.94

Services and Supplies

Services and Supplies 4,275.78

Materials <u>4,451.28</u>

Other (S & S) 8,727.06

Subtotal Services and Supplies

Equipment

 New
 208.33

 Replacement
 83.33

 Leased
 83.33

Installation (if any) 375.00

Other (specify)
Subtotal Equipment

Other Direct Costs

 Utilities
 0.00

 Maintenance
 0.00

 Alterations and Repairs (if any)
 0.00

 Other (specify)
 0.00

Subtotal Other Direct Costs

Start-up Costs

0.00

0.00

Total Direct Costs 43,310.00

INDIRECT COSTS

General and Administration 2,630.06

Management Support Costs (if applicable) 0.00

Gross Profit / Fee (specify) 990.28

Total Indirect Costs 3,620.33

GRAND TOTAL DIRECT AND INDIRECT COSTS /
EXPENSES (Annual Fixed Reimbursement Amount)

46,930.33

PER HOUR RATE FOR EXTRA HOUR AMOUNT O.T. \$77.80 D.T. \$119.20

DHS MAINTENANCE AND REPAIR SERVICES AT THE EL MONTE CHC CONTRACTORS LINE ITEM BUDGET

AMMENDMENT # 5
BUDGET (monthly)
AUG 2005 - JAN 2006

DI	RE	CT	CO	STS	S
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Labor (Management / Staft)	
Salaries and Wages	28,775.00
Employee Benefits	<u>2,274.61</u>
Health Insurance	<u>3,158.33</u>

Subtotal Labor 34,207.94

Services and Supplies

Services and Supplies 4,275.78
Materials 4,451.28

Other (S & S) 8,727.06

Subtotal Services and Supplies

Equipment

New	<u>208.33</u>
Replacement	<u>83.33</u>
Leased	<u>83.33</u>
Installation (if any)	075

Installation (if any) <u>375.00</u>

Other (specify)
Subtotal Equipment

Other Direct Costs

Utilities	0.00
Maintenance	0.00
Alterations and Repairs (if any)	0.00
Other (specify)	0.00
Subtotal Other Direct Costs	

 Subtotal Other Direct Costs
 0.00

 Start-up Costs
 0.00

 Total Direct Costs
 43,310.00

INDIRECT COSTS

General and Administration	<u>2,630.06</u>	
Management Support Costs (if applicable)	0.00	
Gross Profit / Fee (specify)	<u>990.28</u>	
Tatal landing at Oanta	0.00	

Total Indirect Costs 3,620.33

GRAND TOTAL DIRECT AND INDIRECT COSTS / EXPENSES (Annual Fixed Reimbursement Amount)

46,930.33